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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

MARK SNOOKAL, an individual,)	CASE NO.: 2:23-cv-6302-HDV-AJR
)	
)	
Plaintiff,)	PROPOSED ORDER RE
)	STIPULATED PROTECTIVE
)	ORDER
vs.)	
)	
CHEVRON USA, INC., a California)	
Corporation, and DOES 1 through)	District Judge: Hon. Hernan D. Vera
10, inclusive,)	Magistrate Judge: Hon. A. Joel Richlin
)	
)	Complaint Filed: August 3, 2023
Defendants.)	Trial Date: February 4, 2025
)	
)	
)	
)	

1 **ORDER ON STIPULATED PROTECTIVE ORDER.**

2 Having reviewed the Joint Stipulated Protective Order finding good cause
3 appearing therefore, **IT IS HEREBY ORDERED** that the Parties' Joint
4 Stipulated Protective Order is granted. The parties shall abide by the following
5 terms which the parties have supplied:

6 **DEFINITIONS**

7 2.1 Action: *Mark Snookal v. Chevron USA, Inc.*, Case No.: 2:23-cv-6302-
8 HDV-AJR.

9 2.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
12 how it is generated, stored or maintained) or tangible things that qualify for
13 protection under Federal Rule of Civil Procedure 26(c) and as specified above in
14 the Good Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and Defendant House Counsel,
16 as well as their support staff.

17 2.5 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 "CONFIDENTIAL."

20 2.6 Disclosure or Discovery Material: all items or information, regardless
21 of the medium or manner in which it is generated, stored, or maintained (including,
22 among other things, testimony, transcripts, and tangible things), that are produced
23 or generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve
26 as an expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.
28 House Counsel does not include Outside Counsel of Record or any other outside

1 counsel.

2 2.9 Non-Party: any natural person, partnership, corporation, association,
3 or other legal entity not named as a Party to this Action.

4 2.10 Outside Counsel of Record: attorneys who are not employees of a
5 party to this Action but are retained to represent or advise a party to this Action
6 and have appeared in this Action on behalf of that party or are affiliated with a law
7 firm which has appeared on behalf of that party.

8 2.11 Party: any party to this Action, including all of its officers, directors,
9 employees, consultants, retained experts, and Outside Counsel of Record (and their
10 respective support staffs).

11 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
12 Discovery Material in this Action.

13 2.13 Professional Vendors: persons or entities that provide litigation
14 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
15 demonstrations, and organizing, storing, or retrieving data in any form or medium)
16 and their employees and subcontractors.

17 2.14 Protected Material: any Disclosure or Discovery Material that is
18 designated as "CONFIDENTIAL."

19 2.15 Receiving Party: a Party that receives Disclosure or Discovery
20 Material from a Producing Party.

21 3. SCOPE

22 The protections conferred by this Stipulation and Order cover not only
23 Protected Material (as defined above), but also (1) any information copied or
24 extracted from Protected Material; (2) all copies, excerpts, summaries, or
25 compilations of Protected Material; and (3) any testimony, conversations, or
26 presentations by Parties or their Counsel that might reveal Protected Material.
27 However, the protections conferred by this Stipulation and Order do not cover the
28 following information: (a) any information that is in the public domain at the time

1 of disclosure to a Receiving Party or becomes part of the public domain after its
2 disclosure to a Receiving Party as a result of publication not involving a violation
3 of this Order, including becoming part of the public record through trial or
4 otherwise; and (b) any information known to the Receiving Party prior to the
5 disclosure or obtained by the Receiving Party after the disclosure from a source
6 who obtained the information lawfully and under no obligation of confidentiality to
7 the Designating Party. Any use of Protected Material at trial shall be governed by
8 a separate agreement or order.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. Final disposition shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
14 with or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of
17 time pursuant to applicable law.

18 **5. DESIGNATING PROTECTED MATERIAL**

19 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

20 Each Party or Non-Party that designates information or items for protection
21 under this Order must take care to limit any such designation to specific material
22 that qualifies under the appropriate standards. The Designating Party must
23 designate for protection only those parts of material, documents, items, or oral or
24 written communications that qualify so that other portions of the material,
25 documents, items, or communications for which protection is not warranted are not
26 swept unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber or retard the case development process or
 2 to impose unnecessary expenses and burdens on other parties) expose the
 3 Designating Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
 5 designated for protection do not qualify for protection, that Designating Party must
 6 promptly notify all other Parties that it is withdrawing the mistaken designation.

7 5.2 Manner and Timing of Designation.

8 Except as otherwise provided in this Order (see, e.g., second paragraph of
 9 section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
 10 Discovery Material that qualifies for protection under this Order must be clearly so
 11 designated before the material is disclosed or produced.

12 Designation in conformity with this Order requires:

13 (a) For information in documentary form (e.g., paper or electronic
 14 documents, but excluding transcripts of depositions or other pretrial or trial
 15 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each
 16 page that contains protected material. If only a portion or portions of the material
 17 on a page qualifies for protection, the Producing Party also must clearly identify
 18 the protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents or materials available
 20 for inspection need not designate them for protection until after the inspecting
 21 Party has indicated which material it would like copied and produced. During the
 22 inspection and before the designation, all of the material made available for
 23 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
 24 identified the documents it wants copied and produced, the Producing Party must
 25 determine which documents, or portions thereof, qualify for protection under this
 26 Order. Then, before producing the specified documents, the Producing party must
 27 affix the "CONFIDENTIAL" designation to each page that contains Protected
 28 Material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in deposition, in written discovery responses or in
4 other pretrial proceedings, that the Designating Party identifies on the record,
5 before the close of the deposition, hearing, or other proceeding, all protected
6 testimony.

7 (c) for information produced in some form other than documentary and for
8 any other tangible items, that the Producing Party affix in a prominent place on the
9 exterior of the container or containers in which the information or item is stored
10 the legend "CONFIDENTIAL." If only a portion or portions of the information or
11 item warrant protection, the Producing Party, to the extent practicable, shall
12 identify the protected portion(s).

13 5.3. Inadvertent Failures to Designate.

14 If timely corrected, an inadvertent failure to designate qualified information
15 or items does not, standing alone, waive the Designating Party's right to secure
16 protection under this Order for such material. Upon timely correction of a
17 designation, the Receiving Party must make reasonable efforts to assure that the
18 material is treated in accordance with the provisions of this Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time. Unless a prompt challenge to a
22 Designating Party's confidentiality designation is necessary to avoid foreseeable,
23 substantial unfairness, unnecessary economic burdens, or a significant disruption
24 or delay of the litigation, a Party does not waive its right to challenge a
25 confidentiality designation by electing not to mount a challenge promptly after the
26 original designation is disclosed.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process under Local Rule 37.1 et seq.

1 6.3 Burden of Persuasion. The burden of persuasion in any such
 2 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
 3 those made for an improper purpose (e.g. to harass or impose unnecessary
 4 expenses and burdens on the other parties) may expose the Challenging Party to
 5 sanction. Unless the Designating Party has waived or withdrawn the confidentiality
 6 designation, all parties shall continue to afford the material in question the level of
 7 protection to which it is entitled under the Producing Party's designation until the
 8 Court rules on the challenge.

9 7. ACCESS TO AND USE OF PROTECTED MATERIAL

10 7.1 Basic Principles. A Receiving Party may use Protected Material that
 11 is disclosed or produced by another Party or by a Non-Party in connection with this
 12 case only for prosecuting, defending, or attempting to settle this litigation. Such
 13 Protected Material may be disclosed only to the categories of persons and under
 14 the conditions described in this Order. When the litigation has been terminated, a
 15 Receiving Party must comply with the provisions of section 13 below (FINAL
 16 DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
 18 location and in a secure manner that ensures that access is limited to the persons
 19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 21 otherwise ordered by the court or permitted in writing by the Designating Party, a
 22 Receiving Party may disclose any information or item designated
 23 "CONFIDENTIAL" only to:

24 (a) The Receiving Party's Outside Counsel of Record in this Action, as well
 25 as employees of said Outside Counsel of Record to whom it is reasonably
 26 necessary to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of the

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1 Receiving Party to whom disclosure is reasonably necessary for this litigation and
 2 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
 4 disclosure is reasonably necessary for this litigation and who have signed the
 5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional
 9 Vendors to whom disclosure is reasonably necessary for this litigation and who
 10 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) during their depositions, witnesses in the Action to whom disclosure is
 12 reasonably necessary and who have signed the “Acknowledgment and Agreement
 13 to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
 14 ordered by the court. Pages of transcribed deposition testimony or exhibits to
 15 depositions that reveal Protected Material must be separately bound by the court
 16 reporter and may not be disclosed to anyone except as permitted under this
 17 Stipulated Protective Order;

18 (h) the author or recipient of a document containing the information or a
 19 custodian or other person who otherwise possessed or knew the information;

20 (i) any mediator or settlement officer, and their supporting personnel,
 21 mutually agreed upon by the parties.

22 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 23 IN OTHER LITIGATION

24 If a Party is served with a subpoena or a court order issued in other litigation
 25 that compels disclosure of any information or items designated in this Action as
 26 “CONFIDENTIAL,” that Party must:

27 (a) promptly notify in writing the Designating Party. Such notification shall
 28 include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this Action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the Receiving Parties are those set forth in Federal
2 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
3 whatever procedure may be established in an e-discovery order that provides for
4 production without prior privilege review. Pursuant to Federal Rule of Evidence
5 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
6 of a communication or information covered by the attorney-client privilege or
7 work product protection, the parties may incorporate their agreement in the
8 stipulated protective order submitted to the court.

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of
11 any person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
13 Protective Order no Party waives any right it otherwise would have to object to
14 disclosing or producing any information or item on any ground not addressed in
15 this Stipulated Protective Order. Similarly, no Party waives any right to object on
16 any ground to use in evidence of any of the material covered by this Protective
17 Order.

18 12.3 Filing Protected Material. Without written permission from the
19 Designating Party or a court order secured after appropriate notice to all interested
20 persons, a Party may not file in the public record in this Action any Protected
21 Material. A Party that seeks to file under seal any Protected Material must comply
22 with Civil Local Rule 79-5. Protected Material may only be filed under seal
23 pursuant to a court order authorizing the sealing of the specific Protected Material
24 at issue. If a Party's request to file Protected Material under seal is denied by the
25 Court, then the Receiving Party may file the information in the public record
26 unless otherwise instructed by the court.


27 13. FINAL DISPOSITION

28 Within 60 days after the final disposition of this Action, as defined in

1 paragraph 4, each Receiving Party must return all Protected Material to the
 2 Producing Party or destroy such material. As used in this subdivision, “all
 3 Protected Material” includes all copies, abstracts, compilations, summaries, and
 4 any other format reproducing or capturing any of the Protected Material. Whether
 5 the Protected Material is returned or destroyed, the Receiving Party must submit a
 6 written certification to the Producing Party (and, if not the same person or entity, to
 7 the Designating Party) by the 60 day deadline that (1) identifies (by category,
 8 where appropriate) all the Protected Material that was returned or destroyed and
 9 (2) affirms that the Receiving Party has not retained any copies, abstracts,
 10 compilations, summaries or any other format reproducing or capturing any of the
 11 Protected Material. Notwithstanding this provision, Counsel are entitled to retain
 12 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
 13 transcripts, legal memoranda, correspondence, deposition and trial exhibits,
 14 expert reports, attorney work product, and consultant and expert work product,
 15 even if such materials contain Protected Material. Any such archival copies that
 16 contain or constitute Protected Material remain subject to this Protective Order as
 17 set forth in Section 4 (DURATION).

18 14. Any violation of this Order may be Punished by any and all appropriate
 19 measures including, without limitation, contempt proceedings and/or monetary
 20 sanctions.

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 26 Dated: 3/11/24


 27 Honorable A. Joel Richlin
 28 United States Magistrate Judge